

7421

ICM # 4003693-8

7421

DEED OF TRUST

Rec'd for Record May 28 1982 At 3:02 O'clk P M Same Day Recorded & Ex'd per Charles C. Keller, Cl.  
Rec'd for Record Sept 20 1982 At 4:25 O'clk P M Same Day Recorded & Ex'd per Charles C. Keller, Cl.

THIS DEED OF TRUST is made this 25th day of May 1982, among the Grantor, BARRY E. STOECKER, (herein "Borrower"), RICHARD F. STEFANELLI and HERBERT W. JORGENSEN (herein "Trustee"), and the Beneficiary, ICM Mortgage Corporation, a corporation organized and existing under the laws of the state of Delaware, whose address is 4380 South Syracuse Street, #200, Denver, Colorado, 80237 (herein "Lender").

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Frederick, State of Maryland:

Condominium Unit #306, Phase One-A, Building 1, #1403 in a Condominium styled "KEY PARKWAY EAST CONDOMINIUM", as per plat recorded in Condominium Plat Book 25 at Plats 19 and 20, among the Land Records of Frederick County, Maryland, as from time to time amended or supplemented; being part of the land and premises declared to be subject to a condominium regime by a certain Declaration dated 12/3/81 and recorded 12/8/81 in Liber 1162 at folio 216, among the aforesaid Land Records, as from time to time amended or supplemented. Together with an undivided interest in the common area.

Being all the same property to be conveyed to the aforesaid Borrower by Deed from Pulte Home Corporation of even date herewith and intended to be recorded among the aforesaid Land Records immediately prior hereto.

This Deed of Trust is being re-recorded to correct County

Together with the following equipment and any replacements thereof, which so far as permitted by law, shall be deemed to be fixtures and, to the extent that such may constitute goods rather than fixtures, this instrument shall constitute a security agreement creating a security interest in such goods for the benefit of the holder of the note secured hereby, all in accordance with the Uniform Commercial Code; including, but not limited to: Range, Refrigerator, Disposal, Dishwasher, Fan/Hood, Central Air Conditioning and Wall to Wall Carpeting.

(Such property having been purchased in whole or in part with the sums secured hereby.)  
RECD FEE 19.00  
MORTGAG 3453 #  
MORTGAG 3453 #  
#29505 0123 R01 T15:02  
F05/28/82  
which has the address of 1403 Key Parkway #306 Frederick  
(Street) (City)  
Maryland 21701 (herein "Property Address");  
(State and Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated May 25 1982 (herein "Note"), in the principal sum of THIRTY NINE THOUSAND EIGHT HUNDRED FIFTY AND NO/100 Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on June 1 2012; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

1900